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acts or words of the parties at the time. As if a question were made upon the plea of *nil debet*, at law, whether the supposed endorser of a bill of exchange actually did write his name on the back of it, if one witness, present in a coffee-house or exchange [innuendo saloon] should swear that he saw the party write his name upon the bill, such evidence, if the credit of the witness be unimpeached, ought to weigh more than the testimony of a dozen persons, present in the same coffee-house at the same time, who should swear that they did not see him write his name on the bill, though all of them were in such situations, as that, by possibility, they might have seen him do so, or might have remembered that he did so, had their attention been equally drawn that way, as that of the witness affirming the fact. And such testimony ought moreover to countervail that of fifty witnesses declaring that they heard the supposed indorser declare that he never indorsed a bill of exchange in his life, nor ever would as long as he should live."

DIGEST OF OTHER RECENT VIRGINIA DECISIONS.

Supreme Court of Appeals.

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals except of such cases as are reported in full.

BELMONT IRON WORKS *v.* HOTEL CORPORATION OF NORFOLK.

March 11, 1909.

[63 S. E. 1068.]

Contracts (§ 284*)—Building Contracts—Allowance of Damages—Conditions Precedent—Architect's Certificate.—Where a contract for building materials required certification by the architects of the contractor's refusal, neglect, or failure to furnish materials, providing that any damage from such default should be certified by the architects, whose certificate should be conclusive, such certification constituted a condition precedent to the recovery of damages for the contractor's alleged delay in furnishing materials, whether by an independent suit, or by a cross-bill, in the contractor's suit for the price of materials furnished.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. § 1316; Dec. Dig. § 284.* 3 Va.-W. Va. Enc. Dig. 425, 426; 13 Id. 980. See annotation to case of *Johnston v. Bunn*, 14 Va. Law Reg. 607.]

Judgment reversed. Keith, P., absent.

*For other cases see same topic and section NUMBER in Dec. and Am. Digs. 1907 to date, and Reporter Indexes.